

# CITY OF FLAGSTAFF

## REQUEST FOR PROPOSALS

**SOLICITATION FOR:** UTILITY PAYMENT, BILL PRESENTMENT and NOTIFICATION SERVICES

**SOLICITATION NO.:** 2015-45

**CLOSING DATE AND TIME:** 3:00 P.M., WEDNESDAY, NOVEMBER 26, 2014

**WHERE TO SUBMIT PROPOSALS (“OFFERS”):** Offers shall be submitted prior to the Closing Date and Time in a sealed envelope as addressed below:

**Attention Buyer:** Candace Schroeder, CPPB

**Sealed Offer:** Solicitation No. 2015-45 for Utility Payment, Bill Presentment and Notification Services

**Closing Date and Time:** 3:00 P.M., Wednesday, November 26, 2014

**City of Flagstaff, Management Services-Purchasing Division**  
**211 West Aspen Avenue**  
**Flagstaff, AZ 86001**

**CITY NEEDS:** The City is seeking to purchase Utility Payment, Bill Presentment and Notification Services

**INFORMATION:** The Solicitation and all related materials and any addenda may be downloaded from the City Website, [www.flagstaff.az.gov](http://www.flagstaff.az.gov).

**BUYER:** Candace Schroeder, CPPB Telephone No.: (928) 213-2278, Facsimile No.: (928) 213-2209, Email Address: [cschroeder@flagstaffaz.gov](mailto:cschroeder@flagstaffaz.gov). If the Buyer cannot be immediately reached, you may contact the receptionist for the City Management Services Purchasing Division at (928) 213-2206.

**PRE-OFFER MEETING:** At this time, the City will not be conducting a pre-offer meeting. In lieu of a pre-offer meeting, Prospective proposers shall submit any questions, in writing, regarding this RFP to the Buyer whose name appears on this cover page of the RFP.

**QUESTIONS:** Any questions must be received by the Buyer via telephone, email, or facsimile at least seven (7) calendar days prior to the Closing Date and Time.

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## **SOLICITATION DESCRIPTION**

### **Scope of Utility Payment, Bill Presentment and Notification Services:**

The City of Flagstaff is looking to partner with a Harris Computer Systems/Innoprise integrated payment partner as part of the City's implementation of Innoprise CIS (Customer Information Systems) and Innoprise CCR (Centralized Cash Receipts). The City currently utilizes the Sungard family of products on the AS400 platform. The City is looking to maintain current levels of service while greatly enhancing services for customers. Customers are requesting the newest and often easiest to use service methods that the City can currently not provide.

## **PAYMENT PROCESSING INFORMATION**

**General:** The City is looking to both replace current customer payment options and enhance customer payment options for the locations noted in the table below. Additional locations may be added in the future. The City is looking to have one rate structure for all services and payment locations in order to more easily account for charges City wide. For example, the City prefers to have one rate for credit/debit, whether the payment is made online, at the counter, on the IVR, or with the mobile application.

The City also requires that all websites, phone options, etc., be specific to Flagstaff and for the use of Flagstaff customers only. No other utilities, jurisdictions, etc. should be able to utilize the website, phone options, etc.

The Counter payment locations noted in this document require credit/debit card terminals. The City expects to purchase 5-10 counter credit/debit terminals for operations. The terminals must meet all new EMV chip guidelines that the City is required to implement prior to October 2015. The City does not have a preferred terminal setup and will explore all options (I.E. - standalone terminals, swipe systems that attach to a computer monitor, swipe systems that attach to a computer keyboard, etc.). Most likely, each counter location will determine its preferred method of credit/debit processing.

The City uses Wells Fargo as its depository institution. The City requests that the selected vendor makes next day deposits to the City's Wells Fargo checking account.

In addition, it is expected that all vendors are PCI compliant across all payment platforms.

**Online Payments (Utility):** The City currently accepts online payments (credit/debit) for utility bills through the SunGard Click2Gov application. The City would like to continue to accept online utility payments via credit/debit but expand the online payment options to include e-checks and other payment options that might be available. The volume of online utility payments via credit/debit is provided in the Utility Web Payments section of the table below. Given that the City does not currently accept other online payment methods, staff estimates 500 monthly e-check payments per month.

**Online Payments (Other):** The City does not currently offer any other online payment options for non-utility services but would like to accept credit, debit, e-check, and other payment methods for Harris/Innoprise integrated programs (CIS - miscellaneous receivables (MR)) and non-Harris/Innoprise integrated programs such as the City water load station database and other items not billed through CIS. Given that the City does not currently accept any of these payment methods, staff estimates 250 other payments will be processed online through these methods.

**Mobile Application Payments** The City does not currently accept payments for any service via a mobile application. The City would like to accept payments for Harris/Innoprise integrated programs as well as other payment types listed in the Online Payments area above. Given that the City does not currently accept any of these payment methods, staff estimates 250 other payments will be processed online through these methods.

**Phone Payments (Utility and Miscellaneous Receivables):** The City does not currently offer any sort of phone payment option but would like to accept phone payments for Harris/Innoprise integrated programs (CIS – utility billing and miscellaneous receivables) via a dedicated IVR system that is hosted by the vendor. The dedicated IVR should be available for customers to use 24 hours a day, 7 days per week. There is no historical data for this service but staff estimates a total of 500 phone payments a month.

**Counter payments (All):** The City uses card swipe technology at all counter locations for credit/debit card payment processing. The City would like to utilize credit/debit card swipe machines that integrate with Harris/Innoprise CCR. The total estimated number of counter payments that the City processes monthly across all counter operations is 2,100. The table titled Merchant Breakdown contains more detail on the number of payments at each merchant location. Please note that pricing should include the acceptance of American Express cards. The City does not currently accept American Express but plans on accepting it in the future.

**Auto pay Payments (Utility and Miscellaneous Receivables):** The City currently processes auto pay payments for utility bills and miscellaneous receivable bills. The City would like to turn over auto pay maintenance and processing to the selected vendor. The current estimated monthly volume of auto pay payments is 4,000 accounts.

**Bank Online Checks:** The City currently processes bank online checks with a manual paper check submitted by the bank. The City would like to have the selected payment processor process the bank online checks on behalf of the City. The City estimates that there are approximately 500 bank online checks processed monthly.

#### Payment Options with Estimates

Service (Payment Area)	Current Service?	Estimated # of Monthly Transactions
Online Payments (Utility- Credit Debit)	YES	2,700
Online Payments (Utility – e-Check/Other)	NO	500
Online Payments (Other)	NO	250
Mobile Application Payments (All)	NO	250
Phone Payments (Utility/MR)	NO	500
Counter Payments (All)	YES	2,100. See breakdown below.
Autopay Payments (Utility/MR)	YES	4,000
Bank Online Checks (All)	YES (Manual)	500

#### Payment Area Breakdown (Items, Amounts, Average)

Payment Area Description	Average # of Monthly Items Processed from July 2013 to June 2014	Average Monthly Amount Processed	Average Ticket
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Customer Service Counter	924	\$ 183,353	\$ 198
Utility Web Payments	2,687	\$ 335,182	\$ 125
Comm. Development Counter	87	\$ 36,864	\$ 425
Municipal Court Counter	764	\$ 134,070	\$ 175
Public Works Counter	276	\$ 15,625	\$ 57
<b>TOTAL:</b>	<b>4,738</b>	<b>\$ 705,094</b>	<b>\$ 149</b>

#### Payment Breakdown\*

Merchant	% of All Payments	% of Credit Card Payments
MasterCard	13%	15%
Visa	73%	83%
Discover	2%	2%
ATM/Debit	13%	N/A

\*The City does not currently accept American Express payments. Please price American Express payments into the bid as the City is planning to accept American Express cards in the future.

### BILL PRESENTMENT, E-BILLING, AND ONLINE ACCOUNT MANAGEMENT INFORMATION

**General:** The City is looking to enhance its bill presentment, e-Billing, and online account management services. Currently, the City is only able to provide minimal services in these areas. Details of current service levels are detailed in the descriptions below.

**Bill Presentment (Utility Bills):** The City can currently only display bill information through the Sungard Click2Gov application. The information displayed online does not match the utility bill that is actually sent to the customer. The City would like to display all bills online in exactly the same format as the customer would see if he or she received a paper bill in the mail. The City utilizes Infosend as its utility bill print vendor and will utilize an Infosend file as the source file for upload into the selected vendor's system. As noted in the table below, the City estimates a total of 20,500 utility bills are generated each month.

**Bill Presentment (MR Bills):** The City does not currently have the ability to display MR bill information. The City would like MR customers to view reproductions of actual paper bills online in the same manner noted under the utility bills section above. The City will eventually utilize Infosend as its MR bill print vendor and will utilize an Infosend file as the source file for upload into the selected vendors system. The City estimates that a total of 500 MR bills are sent each month.

#### Bill Presentment Information

Bill Type	Current Service?	Estimated # of Monthly Transactions
Utility	YES	20,500
MR	NO	500

**E-Billing (Utility Bills):** The City currently offers e-billing for utility bills, however, the City would like to enhance e-billing for customers. Currently, the City sends an email with text information in the body of the email. The City would like to send an e-bill notification with an attached reproduction of the actual paper bill or with an embedded link that will allow the customer to view the electronic bill. The selected vendor should also be able to manage utility e-billing requests/notifications on behalf of the City. The City estimates there are 3,800 utility e-bill customers at this time.

**E-Billing (MR Bills):** The City does not currently have the ability to send e-bill notifications for MR bills. The City would like to send an e-bill notification with an attached reproduction of the actual paper bill or with an embedded link that will allow the customer to view the electronic bill. The selected vendor should also be able to manage MR e-billing requests/notifications on behalf of the City. The City estimates that 100 MR billing customers will opt into an e-billing notification method.

E-Bill Type	Current Service?	Estimated # of Monthly Transactions
Utility	YES	3,800
MR	NO	100

**Online Account Management (Online and Mobile):** As noted in the descriptions above in this section, the City is looking to greatly enhance its online account management functionality. The table below highlights some of the current service replacements and requested enhancements the City is looking to receive from the selected vendor for Harris/Innoprise integrated programs (CIS – utility billing and MR billing)

Services Proposed/Requested
Auto pay/Bank draft Management with Notifications (Amount not Processed, expiring credit card, etc.)
E-Billing Management
Account Update (Phone, address, etc.) Management with Harris/Innoprise Integration
New Service Requests (Utility Only) Management with Manual City Staff Review and Harris/Innoprise Integration
Service Termination Requests with Manual City Staff Review and Harris/Innoprise Integration
Confirmation Emails for Changes Made on the Vendor's System (passwords, mailing addresses, etc.)

## NOTIFICATION INFORMATION

**General:** The City does not currently utilize any automated outbound call, email, or text services for account delinquencies, expiring credit cards, unprocessed auto pay transactions, etc. Any notifications are done on a manual basis at the discretion of staff if there is available time. The City would like to greatly enhance notification services for customers.

**Delinquent Account Notifications:** The City would like the ability to notify delinquent customers through email, phone, text, or other means that accounts are past due and should be paid immediately. The City would also like to give staff the ability to provide this information on a selective basis that fits the requirements and schedule of staff. Staff currently estimates that 1,000 notifications will be sent each month to delinquent customers.

**Other Account Notifications:** As noted above, the City would like to send notifications to customers for unprocessed auto pay transactions, expiring credit cards, etc. Staff estimates that 50 of these notifications may be sent in a month.

## REPORTING INFORMATION

The City has the need to produce reports on the information contained in the selected vendor's system. Please be sure to include and describe samples of key reports that the City may run for daily needs or that the City may run for beneficial customer information/trends that the City is currently unable to review.

## PROPOSED TIMELINE

Below is a proposed timeline for the implementation of the requested services contained in this RFP. This timeline is tentative and will be solidified once the selected vendor is approved by Council.

Date	Payment Processing Area	Estimated # of Monthly Transactions
1/15/15	Community Development Counter (Credit/Debit Swipe). Integrated with Harris/Innoprise CCR.	100
2/1/15	Water Load Station Online Payments (Online Credit/Debit and e-Check, etc.). Standalone system, no Harris/Innoprise integration required.	50
2/15/15	Public Works Counter (Credit/Debit Swipe). Standalone payments, no Harris/Innoprise integration at this time.	276
3/1/15	Municipal Court Counter (Credit/Debit Swipe). Standalone system, no Harris/Innoprise integration required.	764
4/1/15	Customer Service Counter (Credit/Debit Swipe) and Utility Web (Credit/Debit, e-Check, etc.), phone payments (Utility and MR) and Utility and MR Bill Presentment, e-Bill, and Online Account Management.	4,000 payments. 21,000 bill images. 3,900 e-bills
5/1/15	Other online payments options, mobile applications, and other service enhancements.	N/A

## INSTRUCTIONS

### INSTRUCTIONS IN GENERAL

**DUE DILIGENCE:** It is your responsibility to examine the entire Solicitation prior to completing your offer, including the form of contract, City of Flagstaff Standard Terms and Conditions and Special Terms and Conditions.

**INSPECTION OF WORK SITE:** Before submitting an offer, you are required to inspect any work sites referenced in the Solicitation and notify the Buyer if you believe the work sites or conditions do not match the description found in the Solicitation or are unsafe.

**PRE-OFFER MEETING:** If a Pre-Offer Meeting is scheduled, you are strongly encouraged to attend. If scheduled, the date and time of this meeting will be indicated on the cover page of the Solicitation. The purpose of this meeting shall be to clarify the Solicitation in order to prevent any misunderstandings. Any questions, apparent omission or discrepancy should be presented to the City at this time. The City shall then determine the appropriate action necessary, if any, and issue a written amendment to the Solicitation. Oral statements or instructions shall not constitute an amendment to this Solicitation.

**DISABILITIES:** A person with a disability may request a reasonable accommodation in the Solicitation process by contacting the Buyer as early as possible to allow time to arrange the accommodation.

**SUBMITTAL OF OFFER:** Clearly label your offer as follows:

**Attention Buyer:** Candace Schroeder, CPPB

**Sealed Offer:** Solicitation No. 2015-45 for Utility Payment, Bill Presentment and Notification Services

**Closing Date and Time:** 3:00 P.M., Wednesday, November 26, 2014

**City of Flagstaff, Management Services-Purchasing Division**  
**211 West Aspen Avenue**  
**Flagstaff, AZ 86001**

on the outside of the sealed envelope. Submit one (1) original and five (5) copies of your offer in the sealed envelope (or box if needed) prior to the Closing Date and Time specified on the first page of the Solicitation. Submit your offer by mail or hand delivery to the address as labeled. Offers submitted by facsimile, email, telegraph or mailgram will not be considered.

**COST OF OFFER:** You are responsible for all costs related to preparation and submittal of an offer. The City will not reimburse any such costs.

**LATE OFFERS:** Late offers shall not be accepted. The City will return any late offers.

**WITHDRAWAL OF OFFERS:** You may withdraw an offer before the Closing Date and Time. A withdrawal must be signed by the vendor's authorized representative and submitted to the Buyer by hand delivery or mail.

**OFFER ACCEPTANCE PERIOD:** An offer made in response to this Solicitation shall be valid and irrevocable for ninety (90) days after the Closing Date and Time.

**QUESTIONS:** If you have any questions about this Solicitation, contact the Buyer. The City will only respond to questions at least seven (7) calendar days before the Closing Date and Time. Questions should be submitted in writing, via formal letter or email. The Buyer may require you to submit any question in writing. Any question shall refer to the Solicitation number, page and paragraph number in question. The City will not be responsible if you adjust your offer based on any verbal statements made by employees or officers of the City, particularly if such statements conflict with the Solicitation. You may request the Buyer to issue an addendum to the Solicitation.

**ADDENDA:** The City will issue any interpretation or correction of the Solicitation only by written addendum and a copy of each addendum will be mailed, faxed or delivered only to those vendors who have returned an Acknowledgment of Receipt (form). Submit this form immediately. Addendums will also be posted on the City website, and therefore, all prospective Proposers shall be held responsible for checking the City website and making sure they are aware of any addendums that may be posted.

**RETURN OF SIGNED ADDENDA:** You are required to sign and return each Addendum along with your offer. Failure to return a signed copy of each Addendum shall result in rejection of the offer.

**IMPROPER CONTACT WITH CITY EMPLOYEES:** All vendors submitting an offer (including the firm's employees, representatives, agents, lobbyists, attorneys, and subcontractors) will refrain from direct or indirect contact for the purpose of influencing or creating bias in the evaluation/selection process with any person who may play a part in the evaluation/selection process. This includes but is not limited to the evaluation committee, City Council Members, City Manager, Assistant City Manager(s), Deputy City Manager(s), Department Directors or other staff ("City Staff"). This policy is



intended to create a level playing field for all potential firms, assure that contract decisions are made in public, and to protect the integrity of the selection process. Vendor is responsible for bringing all questions and concerns to the Buyer identified on Page One of this document. If the Buyer is unresponsive, the vendor may contact the City Manager. A vendor may be disqualified if the vendor: (a) contacts a quorum of the Council or contributes to an open meeting law violation; (b) offers political support or gratuities in exchange for approval or support of vendor's offer; (c) obtains information from City Staff not available to other vendors which may result in an unfair advantage in the competitive procurement process and fails to notify Buyer of this fact within 48 hours thereafter; or (d) engages in any other egregious conduct.

**SAMPLES:** If you are requested to provide sample materials to the City, all samples submitted shall become the property of the City for testing purposes and/or future comparison at no charge to City. Any sample not destroyed by testing or retained for future comparison will be returned to you. (You may be required to pick up the sample from the City).

**PROCUREMENT PROCESS:** The City's procurement process is described in the Procurement Code Manual, which can be accessed at <http://www.flagstaff.az.gov/index.aspx?NID=2991>. You are not required, but may review this Manual. The Solicitation is intended to provide all relevant information related to the procurement so that you may submit an offer. In the event of any conflict, the procedure outlined in this Solicitation will be followed or the conflict will be resolved by an Addendum.

## **CONTRACT WITH CITY**

**FORM OF CONTRACT:** The City's proposed form of contract is included as part of this RFP for your review (**Attachment A**). The contract will not necessarily be exclusive to one (1) vendor, as the City may award multiple contracts. However, it is the City's preference to award a contract to only one (1) vendor. The final form of contract will be conformed to match this Solicitation prior to Contract award.

**INSURANCE:** The City's insurance requirements can be accessed at <http://www.flagstaff.az.gov/index.aspx?NID=3054>. The insurance requirements are an explicit part of the Solicitation and any resulting contract with the City.

**STANDARD TERMS AND CONDITIONS:** The City of Flagstaff Standard Terms and Conditions can be accessed at <http://www.flagstaff.az.gov/index.aspx?NID=3052> and are an explicit part of the Solicitation and any resulting contract with the City, unless otherwise specified in the Solicitation.

**SPECIAL TERMS AND CONDITIONS:** The City of Flagstaff Special Terms and Conditions (attached) are an explicit part of the Solicitation and any resulting contract with the City.

**EXCEPTIONS:** You may request changes to the form of contract, insurance or any terms and conditions as part of your offer. (Use the Exceptions form)

**CHANGES TO CONTRACT AFTER CONTRACT AWARD:** Requests to change the contract after contract award, including but not limited to changes to insurance may be rejected by the City. The contract shall not be modified within the first year after contract award where: (a) an amendment may result in a competitive advantage that was not made available to other vendors; (b) requests for changes may delay commencement of performance.

## **FINANCIAL AND TAX CONSIDERATIONS FOR OFFER**

**QUANTITIES:** Unless the Solicitation states otherwise (in the Solicitation Description or Special Terms and Conditions), the City makes no guarantees as to the quantities of materials or services to be purchased from a vendor.

**PARTIAL AWARD:** The City reserves the right to make multiple awards or to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

**ALL CHARGES:** The offer should separately list all applicable fees, charges, and taxes. The failure to include such information may cause the City to consider the offer as non-responsive or non-responsible.

**UNIT PRICES:** Please check all math prior to submittal of your offer. If the offer unit prices do not correspond with the multiplied subtotal or total, the unit price shall prevail unless there is a blatant clerical error in the unit price.

**PAYMENT:** The City's standard form of contract provides that payment will be made within 30 days following receipt and acceptance of material/ service and a correct invoice.

**DISCOUNTED PAYMENT:** You may offer discounted pricing if the City pays in less than 30 days. If you offer discounted pricing, the payment discount period shall be computed from the date the City receives the material/service or correct invoice, whichever is later, to the date the City's warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts given for payment within ten (10) calendar days or more after City's receipt of the materials/service and correct invoice shall be deducted from the offer price when evaluating the offer. However, the City shall be entitled to take advantage of any payment discount offered by the offer provided payment is made within the discount period.

**TRANSACTION PRIVILEGE (SALES)/USE TAX:** State and local transaction privilege or use tax, as required, shall be indicated as a separate item on the offer. The State of Arizona and City of Flagstaff both impose a transaction privilege tax and use tax. Information concerning current tax rates can be found on the Arizona Department of Revenue website, [www.azdor.gov](http://www.azdor.gov). The City will not pay any taxes on invoices received unless an Arizona Transaction Privilege/Use Tax License Number is listed in the offer. The City also requires submittal of a City Business License Number from any vendor operating any portion of its business from a building located within City limits. The City will figure applicable taxes to offers received from out of state vendors who do not list an Arizona Transaction Privilege/Use Tax License number for tabulation and total cost evaluation.

**FEDERAL EXCISE TAXES:** The City is exempt from Federal Excise Tax, including the Federal Transportation Tax.

**DELIVERY CHARGES:** Delivery charges are considered non-taxable and exist only when the total charges to the ultimate customer or consumer include, as separately charged to the ultimate customer, charges for delivery to the ultimate consumer, whether the place of delivery is within or without the City, and when the taxpayer's books and records show the separate delivery charges. **Delivery charges if separately stated are considered to be non taxable.**

**FREIGHT CHARGES:** Freight charges for delivery from place of production or the manufacturer to the Proposer either directly or through a chain of wholesalers or jobbers or other middlemen are deemed "freight-in" and are not considered delivery. **Freight-in charges are taxable.**

## **EVALUATION OF OFFER AND CONTRACT AWARD**

**PROPOSAL MOST ADVANTAGEOUS TO THE CITY:** The City will award a contract to a responsible and responsive vendor whose offer is the most satisfactory and advantageous to the City based on the Evaluation Criteria set forth in the Solicitation. To ensure adequate service coverage, the City reserves the right to make multiple awards. Notwithstanding any other provision of the RFP, the City reserves the right to waive any immaterial defect or informality; or reject any or all proposals or portions thereof; or reissue the RFP. A response to an RFP is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's RFP. Proposals do not become contracts unless and until they are formally executed as a separate contract document by the City. (See Attachment A—Draft Contract).

**EVALUATION CRITERIA:** The following evaluation criteria will be used by the City's evaluation committee for the selection of a vendor to provide Utility Payment, Bill Presentment and Notification Services. The evaluation committee will review the initial proposal responses and score them according to the criteria listed below. Price will not be the determining factor in making a selection, but will be given due consideration.

The following evaluation criteria will be used for selection of a vendor:

<b>RELATIVE IMPORTANCE</b>	
<b><u>EVALUATION CRITERIA</u></b>	<b><u>PERCENTAGE</u></b>
1. Qualifications and Experience	30%
2. Project Personnel	15%
3. Presented Approach	25%
4. Proposed Price/Fee Structure	30%
<b><u>TOTAL RELATIVE IMPORTANCE PERCENTAGE</u></b>	<b><u>100%</u></b>

**EVALUATION PROCESS:** The City of Flagstaff's evaluation committee will review the initial offers and score them according to the Evaluation Criteria. The committee will then:

- a. Engage in discussions with highest scoring vendor. If the parties are unable to reach an agreement, the evaluation committee may engage in discussions with the second-highest scoring vendor.

Or

- b. Engage in discussions with the highest scoring vendors ("short list"). Following such discussions, the City may request such vendors to make "Best and Final" offers.

**PURPOSE OF DISCUSSIONS:** The purpose of discussions with a vendor (pursuant to **Section 11.9** of the Procurement Code Manual) shall be to:

- a. Determine in greater detail such vendor's qualifications;
- b. Explore with the vendor the scope and nature of the project, the vendor's proposed presented approach, the relative utility of alternate methods of approach and method of performance;
- c. Determine that the vendor will make available the necessary personnel and facilities to perform within the required time;
- d. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project and nature of such services/equipment.

In conducting discussions, there shall be no disclosure of any information derived from offers submitted by competing vendors.

**REVISIONS TO OFFERS:** If the City calls for "best and final" offers, those vendors will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers prior to contract award.

**FINANCIAL STATUS:** If requested by the City following the Closing Date and Time, you must provide a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the City shall be sufficient grounds for the City to reject an offer, and/or to declare the offer as non-responsive or non-responsible.

**REQUESTS FOR ADDITIONAL INFORMATION:** After the Closing Date and Time, the City may request you to provide additional information related to your offer. Failure to provide this information within five (5) business days after communication of the request by the City will be grounds for the City to reject an offer, and/or to declare the offer as non-responsive or non-responsible.

**RESERVATION OF RIGHTS:** The City reserves the right to reject any and all offers, or any part thereof. The City reserves the right to accept any offer in whole or in part, or any line item, and to award a contract for purchase of the same. The City reserves the right to waive any clerical error or nonmaterial defect in the offer when it is deemed to be in the City's best interest. The City reserves the right to cancel or reissue a Solicitation.

**NOTICE OF PROPOSED CONTRACT AWARD OR RECOMMENDATION:** All vendors will receive an email notifying them of the City's proposed contract award or recommendation to reject all offers. This notice will be posted as part of the agenda for the regular meeting of the City Council, on the City website. The agenda is typically posted at least one (1) week prior to the Council Meeting.

**PUBLIC RECORDS:** Offers received by the City are available for public inspection after a contract has been awarded, subject to any confidentiality restrictions.

**PROTESTS:** If you wish to protest the Solicitation, a protest shall be in writing and shall be personally delivered or served upon the City Purchasing Director. A protest related to the Solicitation (such as specifications, requirements, or scope) shall be received by the City Purchasing Department before the Closing Date and Time. A protest of a proposed award or of an award shall be personally

delivered or served upon the City Purchasing Director within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- a. The name, address and telephone number of the protester;
- b. The signature of the protester or its representative;
- c. Identification of the solicitation or contract number;
- d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- e. The form of relief requested.

## **OFFER FORMAT**

**QUALITY OF OFFER:** The City will evaluate the quality of the offer as evidence of your qualifications and competence. The offer should be: (1) complete, (2) thorough, (3) accurate, (4) comply with Solicitation instructions, (5) organized, and (6) concise.

**PAGE LIMIT:** The offer shall not exceed a total of **25** pages, except the Cover, Cover Letter, and City Forms will not be counted in the page limit. Any pages attached to the City Forms shall be counted toward the page limit. The City may reject an offer that exceeds the page limit as non-responsive.

**NUMBER OF COPIES:** Submit **ONE (1) ORIGINAL AND FIVE (5) COPIES** of your offer. Each offer must be in a 3-ring binder.

**MATERIALS USED FOR OFFER:** The offer must be submitted in packaging/packing materials that meet at least one of, and preferable all of the following criteria: (a) Made from 100% post-consumer recycled materials; (b) Non-toxic; (c) Bio-degradable; (d) Reusable; (e) Recyclable. All five (5) copies should be printed on recycled paper (minimum 50% post-consumer waste) and printed double-sided.

**OFFER FORMAT:** To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed with your proposal information as outlined in the categories/criteria below:

The Evaluation Committee will evaluate responses to this RFP based on the information provided in each of the Proposer's proposal response and interviews as necessary. To allow for a standard basis of evaluation, all proposal responses shall follow the format outlined below:

### **Cover:**

The cover should contain the following:

- Solicitation Number
- Solicitation Name
- Closing Date and Time
- Company name (and logo if desired)
- Other information/graphics as desired

### **Tabbed Sections of Binder:**

#### **A. Cover Letter (2 pages)**

**Exhibit 1** - Proposer shall provide a letter of transmittal indicating the submission of a formal response and short introduction and summary of your firm:

- Physical address;

- Phone numbers, fax numbers, e-mail/website addresses;
- How long the company has been in business;
- The state in which the company was incorporated or organized;
- The number of employees;
- Confirm that your company is in good standing with the Arizona Corporation Commission; and
- Describe the ownership, parent company, subsidiaries and affiliates and include an organization chart.

**Exhibit 2** - A Certificate of Insurance providing coverage as described in **Exhibit C** in the following link: <http://www.flagstaff.az.gov/index.aspx?NID=3054>.

**B. QUALIFICATIONS and EXPERIENCE**

- a. Proposer shall provide detailed information regarding your company's qualifications, experience and expertise with Utility Payment, Bill Presentment and Notification Services.

**C. PROJECT PERSONNEL**

- a. Proposer shall submit the names and resumes of the personnel that will be assigned to this contract and the level of participation of each member. Proposer shall also identify support staff to assure timely and efficient delivery of services.

**D. PRESENTED APPROACH**

- a. Prepare a detailed Presented Approach to the Scope of Work, which specifically describes the methodology to be used for providing Utility Payment, Bill Presentment and Notification Services.
- b. This section should confirm the Proposer's understanding of the RFP. Proposer should clearly outline the recommended approach of the organization in meeting the responsibilities and requirements of each of the services and activities, as well as the proposed timeline that the City has outlined in the Scope of Work herein.
- c. Proposer shall clearly distinguish tasks that Proposer will undertake as distinguished from those which are the responsibility of the City. Absence of this distinction shall mean Proposer is fully assuming responsibility for all tasks.

**E. PROPOSED FEE SCHEDULE**

- a. Proposers shall provide a fee cost proposal. Proposer's fee must be inclusive of all services required as outlined in the Scope of Work herein.

**All of the following completed forms must be submitted with offer!**

**F. Offer (form)** (attach signed Solicitation Addenda)

**G. Vendor Questionnaire (form)** (attach copies of licenses)

- H. **References (form)** (provide a minimum of three (3), preferably five (5) references)
- I. **Exceptions (form)** (If you take any exceptions, you must attach information regarding your exception)
- J. **Confidential Materials (form)**
- K. **Cooperative Purchases (form)**
- L. **Disclosure (form); Declaration Related to Solvency (form); Declaration Related to Gratuities (form); Declaration of Non-Collusion (form)** (attach explanations)

## ACKNOWLEDGMENT OF RECEIPT AND REQUEST FOR ADDENDA (FORM)

**SOLICITATION FOR:** UTILITY PAYMENT, BILL PRESENTMENT and NOTIFICATION SERVICES

**SOLICITATION NO.:** 2015-45

**CLOSING DATE AND TIME:** Wednesday, November 26, 2014

Please complete this form and return it to the City Buyer via facsimile at (928) 213-2209 or mail it to the Buyer at the address listed above to acknowledge your receipt of this Solicitation and **to receive notification of any addenda or responses to questions regarding this Solicitation.**

Company Name: \_\_\_\_\_

Name / Title of Contact: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone #: (\_\_\_\_) \_\_\_\_\_ Fax #: (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## NO RESPONSE (FORM)

**SOLICITATION FOR:** UTILITY PAYMENT, BILL PRESENTMENT and NOTIFICATION SERVICES

**SOLICITATION NO.:** 2015-45

**CLOSING DATE AND TIME:** Wednesday, November 26, 2014

**If you are not responding to this Solicitation, please complete and return this form to the Buyer at the address listed above or fax to (928) 213-2209.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

*Reason for NO OFFER:*

- ☐ Do not provide the materials or services requested
- ☐ Unable to respond due to current staff availability and/or business conditions
- ☐ Insufficient time
- ☐ Unable to meet terms, conditions, specifications or requirements as described within the solicitation due to:

\_\_\_\_\_  
\_\_\_\_\_

☐ Other: \_\_\_\_\_

This *NO OFFER* response is authorized by: \_\_\_\_\_

Signature

\_\_\_\_\_  
Title

- Please check one:
- ☐ Retain our company on the mailing list for future solicitations.
- ☐ Please remove our company from the mailing list.
- ☐ Please remove our company from this commodity or service only.

## OFFER (FORM)

### TO THE CITY OF FLAGSTAFF:

The undersigned hereby offers and agrees to furnish materials and/or services in compliance with the Solicitation, including Addenda, and as described in this offer made to the City.

Representative or Contact Person's Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Offeror (Vendor): \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

---

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***Attach: Addenda signed by vendor (if addenda were issued).***

## VENDOR QUESTIONNAIRE (FORM)

### **Vendor:**

Company Name: \_\_\_\_\_

Doing Business As (if different than above): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Website: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

### **Mailing Address (if different than above):**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

### **Vendor Contact for Questions about Offer:**

Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

### **Transaction Privilege (Sales)Tax/Use Tax Information (check one):**

\_\_\_\_\_ Vendor is located outside Arizona (The City will pay use tax directly to the AZ Dept of Revenue)

OR

\_\_\_\_\_ Vendor is located in Arizona (The vendor must invoice the applicable state and local tax to City, and remit taxes.)

Arizona Department of Revenue TPT License Number: \_\_\_\_\_  
(Attach proof of registration)

### **Business License Information (check one):**

\_\_\_\_\_ Vendor does not have a business location within the City of Flagstaff

OR

\_\_\_\_\_ Vendor has a business location (uses a building) within the City of Flagstaff

Flagstaff Business License Number: \_\_\_\_\_

**Other Licenses (list any existing licenses you have required for work, e.g. Arizona Registrar of Contractor licenses, and attach copies):**

\_\_\_\_\_

**Insurance (who will provide required coverages):**

Insurance Company Name \_\_\_\_\_.

Contact & Phone Number \_\_\_\_\_

**Subcontractors:**

List any subcontractors to be utilized, if any.

\_\_\_\_\_

## REFERENCES (FORM)

**REFERENCES.** Please submit at least three (3) and no more than five (5) references for projects your company has performed in the last five (5) years demonstrating your experience with providing materials and/or services comparable to the Solicitation. The project description should include sufficient detail for the City to evaluate your experience. You should also include the name, title, and telephone number of both the current project owner and the project owner at time of work.

Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Date, Size, Complexity, Scope and Duration:	

Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Date, Size, Complexity, Scope and Duration:	

Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:

Project Date, Size, Complexity, Scope and Duration:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Date, Size, Complexity, Scope and Duration:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Date, Size, Complexity, Scope and Duration:	

## EXCEPTIONS (FORM)

Notations. Any strikeouts, notes or modifications to the Solicitation documents shall be initialed in ink by the authorized person who signs the offer. If notations are made, they must be submitted with your offer and are considered Exceptions.

Exceptions: In addition to any notations on the Solicitation documents, please identify and list any exceptions to the Solicitation, by section/paragraph, on this Exceptions Form. The City reserves the right to reject, accept or further negotiate Exceptions. Exceptions may render the offer non-responsive.

Exceptions to Form of Contract: You may request changes to the form of contract (including any Standard or Special Terms and Conditions) on the Exceptions Form. You may also submit your own form of contract. The City will consider these in the same manner as any other exceptions.

You must indicate any and all exceptions taken to the requirements, specifications, and/or terms and conditions of this Solicitation, including the contract.

**Exceptions (INITIAL ONE):**

\_\_\_\_\_ No exceptions

\_\_\_\_\_ Exceptions taken (describe). Attach additional pages if needed.

## CONFIDENTIAL MATERIALS (FORM)

If you believe part of your offer is confidential, mark the page(s) "CONFIDENTIAL" and isolate the pages as an attachment to this form. Also include an explanation why they are confidential.

Requests to deem the entire offer as confidential will not be considered.

If you want confidential information returned to you after contract award (and you are not selected for contract award), then note this below. You will be responsible for pick up.

Generally, information submitted in response to a Solicitation is subject to disclosure pursuant to the Arizona Public Records Law after contract award.

The information identified as confidential shall not be disclosed until the City makes a written determination whether the information may be treated as confidential. If the City determines it is necessary to disclose the information, the City will inform you in writing.

### **Confidential/Proprietary Materials (INITIAL ONE):**

\_\_\_\_\_ No confidential/proprietary materials have been included with this offer

\_\_\_\_\_ Confidential/Proprietary materials are included in this offer. See attached.



## COOPERATIVE PURCHASES (FORM)

The City of Flagstaff is a member of Flagstaff Alliance for the Second Century, along with the Coconino County Community College District, Northern Arizona University, Coconino County and Flagstaff Unified School District.

The City is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools and other Arizona State agencies.

Cooperative purchasing arrangements such as the above are sanctioned by state law and allow a vendor to sell services and materials to any member of a cooperative group under the same pricing, terms and conditions of contract awarded to the vendor by any other member, following a competitive procurement process.

Is your company willing to offer the goods and services solicited under the terms and conditions of this solicitation to other members of the Flagstaff Alliance for the Second Century and S.A.V.E. under the same pricing, terms and conditions?

\_\_\_\_\_ Yes      \_\_\_\_\_ No      (INITIAL ONE)

If you answered No, that is acceptable. The City will not reject your offer or consider it to be non-responsive.

If you answered Yes, and a contract is approved, others may seek to do business with you under the same terms and conditions, subject to your approval.

## DISCLOSURE (FORM)

Any offer must include this completed form. For any item checked YES, you must provide an explanation, including dates, company name(s), enforcing authority, court, agency, etc. Answering YES to one or more questions does not necessarily mean that you will be disqualified from this Solicitation. **FAILURE TO PROVIDE TRUE AND COMPLETE INFORMATION MAY RESULT IN DISQUALIFICATION FROM THIS SOLICITATION.**

Has your company or any affiliate\* in the past 5 years: (i) had a permit revoked or suspended, (ii) been required to pay a fine, judgment or settlement of more than \$100,000, (iii) been convicted of a criminal offense (including a plea of guilty or *nolo contendere*), or (iv) been found in contempt of court, as a result of or in connection with any of the following:

1. Any offense indicating a lack of business integrity or honesty, including fraud, bribery, embezzlement, false claims, false statements, falsification or destruction of records, forgery, obstruction of justice, receiving stolen property, theft, price fixing, proposal rigging, restraint of trade or other antitrust law violation?  
YES\_\_\_\_\_ NO\_\_\_\_\_
2. Violation of the terms of any public contract? YES\_\_\_\_\_ NO\_\_\_\_\_
3. Failure to pay any uncontested debt to any government agency? YES\_\_\_\_\_ NO\_\_\_\_\_
4. Violation of any law or regulation pertaining to the protection of public health or the environment? YES\_\_\_\_\_ NO\_\_\_\_\_

\*An "affiliate" of your company means any person, company or other entity that, either directly or indirectly (for example, through stock ownership by family members), controls, is controlled by, or is under common control with, your company.

Has your company or any affiliate of your company in the past 5 years been named as a party in any lawsuit related to performance of a contract (you do not need to list subcontractor lien claims which have been fully paid/satisfied)?

YES\_\_\_\_\_ NO\_\_\_\_\_

If yes, provide the case name and number, brief description, and disposition or current status.

Has your company or any affiliate of your company in the past 5 years been debarred, disqualified or suspended from submitting proposals on public contracts?

YES\_\_\_\_\_ NO\_\_\_\_\_

**I hereby verify that the foregoing information, and any explanation attached are to the best of my knowledge, true and complete.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **DECLARATION RELATED TO SOLVENCY (FORM)**

Is your firm currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or has a trustee or receiver been appointed over all or a substantial portion of the property of your firm under federal bankruptcy law or any state insolvency law?

\_\_\_\_\_ Yes          \_\_\_\_\_ No          (INITIAL ONE)

## **DECLARATION RELATED TO GRATUITIES (FORM)**

I hereby verify and declare that, to the best of my knowledge, neither the vendor nor anyone associated with the vendor has given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the offer ("Gratuities").

\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

\_\_\_\_\_  
Title

## **DECLARATION OF NON-COLLUSION (FORM)**

I hereby verify and declare that:

The pricing for this offer has been arrived at independently and without consultation, communication or agreement with any other vendor who may submit an offer.

The pricing for this offer has not been disclosed to any other vendor who may submit an offer, and will not be, prior to the Closing Date and Time.

No attempt has been made or will be made to induce any firm or person to refrain from submitting an offer, or to submit an offer with higher pricing than this offer, or to submit an intentionally high or noncompetitive offer or other form of complementary offer.

This offer is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or

CITY OF FLAGSTAFF PURCHASING DIVISION  
211 WEST ASPEN AVE.  
FLAGSTAFF, ARIZONA 86001

Solicitation No. 2015-45  
Buyer: Candace Schroeder, CPPB  
PH: (928) 213-2278 FX: (928) 213-2209

found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

\_\_\_\_\_  
Title